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U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY:

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Attorneys for Defendant  
AllianceOne, Inc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

FAXED

'08 CV 0874 BTM POR

SONIA FLORES,

Plaintiff,

vs.

ALLIANCEONE, INC., Does I through V,  
Defendants.

Case No. \_\_\_\_\_

**NOTICE OF REMOVAL OF ACTION;  
DECLARATION OF HARRY  
NEERENBERG IN SUPPORT OF  
REMOVAL**

28 U.S.C. § 1441(b) (DIVERSITY)

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN  
DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE THAT Defendant AllianceOne, Inc. ("Defendant") submits this  
Notice of Removal and, pursuant to 28 U.S.C. § 1441, hereby removes to this Court the state  
action described below:

1. On or about March 25, 2008, an action was commenced in the Superior Court of  
the State of California in and for the County of San Diego, entitled Sonia Flores v. AllianceOne,  
Inc., and Does I through V, alleging termination in violation of public policy, breach of implied  
contract of continued employment, and breach of implied covenant of good faith and fair dealing.

CR

1 A true and correct copy of the Complaint is attached hereto as **Exhibit 1**.

2 2. On or about March 27, 2008, counsel for Plaintiff Sonia Flores mailed copies of a  
3 Summons, the Complaint, a Civil Case Cover Sheet, and Alternative Dispute Resolution  
4 information to counsel for Defendant, along with a Notice and Acknowledgment of Receipt. On  
5 April 16, 2008, counsel for Defendant signed the Notice of Acknowledgement of Receipt,  
6 acknowledging receipt of the foregoing documents. True and correct copies of the signed Notice  
7 and Acknowledgment of Receipt and the documents Defendants acknowledged receiving are  
8 attached hereto as **Exhibit 2**.

9 3. On May 15, 2008, Defendant filed an Answer to Plaintiff's Complaint in the  
10 Superior Court of California, County of San Diego. A true and correct copy of Defendant's  
11 Answer is attached hereto as **Exhibit 3**.

12 4. This Notice of Removal is timely filed, pursuant to 28 U.S.C. § 1446(b), in that it  
13 is filed within thirty (30) days from April 16, 2008, the date upon which service of the Complaint  
14 upon Defendant was effective. City of Clarksdale v. BellSouth Telecommunications, Inc., 428  
15 F.3d 206, 210 (5th Cir. 2005) (holding that the date service becomes effective for purposes of  
16 calculating the 30-day period for removal is determined by state law); California Code Civ. Proc.  
17 §415.30(c) (service of summons by mail and notice and acknowledgment of receipt is deemed  
18 complete on the date the acknowledgement of receipt is signed). No previous Notice of Removal  
19 has been filed or made with this court for the relief sought herein.

20 5. Pursuant to 28 U.S.C. §1441(b), any civil action over which the district courts of  
21 the United States have original jurisdiction may be removed from state to federal court.

22 6. This Court has original jurisdiction under 28 U.S.C. §1332(a) due to diversity of  
23 citizenship and amount in controversy:

24 (a) Complete diversity between the parties exists. Plaintiff Sonia Flores  
25 ("Plaintiff"), at the time this action was commenced, was and still is a citizen of the State of  
26 California. Defendant AllianceOne is, and was at the time of the institution of this civil action, a  
27 corporation organized and existing under and by virtue of the laws of the State of Delaware.  
28 Declaration of Harry Neerenberg in Support of Removal ("Neerenberg Decl."), attached hereto as

1 **Exhibit 4, ¶ 3.** Furthermore, Defendant AllianceOne has its principal place of business in the  
 2 State of Pennsylvania. Neerenberg Decl. ¶¶4-8. AllianceOne was not and is not incorporated  
 3 under the laws of the State of California, wherein this action was brought. AllianceOne's  
 4 operations in Minnesota, Washington, and Pennsylvania each have more employees and more  
 5 revenues than its operations in California. *Id.*, ¶¶6-7. AllianceOne also owns more property in  
 6 each of the states of Minnesota, Washington, and Pennsylvania than it does in California. *Id.*, ¶8.  
 7 AllianceOne is therefore a citizen of Delaware and Pennsylvania, and not of California, for  
 8 purposes of determining diversity jurisdiction. 28 U.S.C. § 1332(c)(1).

9 (b) The inclusion of "Doe" defendants in Plaintiff's state court complaint have  
 10 no effect on removability. *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-691 (9th Cir.  
 11 1998); 28 U.S.C. § 1441 (a) (stating that for purposes of removal, the citizenship of defendants  
 12 sued under fictitious names shall be disregarded). In determining whether diversity of citizenship  
 13 exists, only the named defendants are considered. *Id.*

14 (c) The amount in controversy exceeds the sum or value of \$75,000, exclusive  
 15 of interests and costs. Plaintiff alleges in her Complaint that she was terminated in violation of  
 16 public policy, and that as a result, she has suffered harm, including lost earnings and other  
 17 employment benefits, humiliation, embarrassment, and mental anguish, all to her damage, in the  
 18 sum of \$250,000.00 or in an amount to be established at trial. (Exhibit A, 4:21-25.) Plaintiff also  
 19 alleges that Defendant breached a covenant of good faith and fair dealing, and that as a result, she  
 20 has suffered and continues to suffer "losses and employment benefits," all to her damage in the  
 21 sum of \$250,000.00 or in an amount to be established at trial. (Exhibit A, 7:5-9.)

22 7. The Complaint and Answer attached to this Notice constitute all the process,  
 23 pleadings, and orders filed in this action in San Diego County Superior Court and of which  
 24 Defendant has knowledge to date.

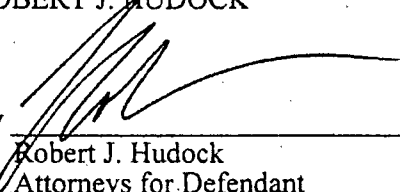
25 8. This district embraces the county in which the removed action has been pending.

26 9. Defendant will promptly serve Plaintiff with this Notice of Removal and will  
 27 promptly file a copy of this Notice of Removal with the clerk of the state court in which the  
 28 action is pending, as required under 28 U.S.C. § 1446(d).

1 WHEREFORE, pursuant to these statutes and in accordance with the procedures set forth  
2 in 28 U.S.C. § 1446, Defendant prays that the above-captioned action in the Superior Court of the  
3 State of California in and for the County of San Diego be removed therefrom to this Court.

4  
5 Dated: May 16, 2008

MORGAN, LEWIS & BOCKIUS LLP  
MELINDA S. RIECHERT  
ROBERT J. HUDOCK

6  
7  
8 By   
9 Robert J. Hudock  
Attorneys for Defendant  
AllianceOne, Inc.

**EXHIBIT 1**

1 Lynn H. Ball, Esq.  
2 Bar No. 056497  
3 1560 Scott Street  
4 San Diego, CA 92106  
5 619-225-1914  
6 619-225-1720 - fax

7 Attorney for Plaintiff Sonia Flores

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO  
10 Central Branch - Civil Division

11 SONIA FLORES,

12 Plaintiff,

13 vs.

14 ALLIANCEONE, INC.,  
15 a corporation licensed to do  
16 business in California,  
17 and Does I through V,

Defendants.

Case No. 37-2008-00080585-CU-WT-CTL

COMPLAINT FOR DAMAGES FOR  
TORTIOUS DISCHARGE IN  
VIOLATION OF PUBLIC POLICY  
BREACH OF CONTRACT; BREACH  
OF THE COVENANT OF GOOD FAITH  
AND FAIR DEALING

(Amount Demanded Exceeds \$10,000.00)

18 Plaintiff alleges:

19 1. Defendant AllianceOne, Inc. is a corporation licensed to  
20 do business in the State of California. Defendant AllianceOne is,  
21 and at all times mentioned herein was, a corporation licensed to do  
22 business in the State of California and was doing business in San  
23 Diego County, California and specifically doing business in  
24 downtown San Diego, California.

25 2. Does I through V were at all times relevant herein  
26 employees, agents and/or members of the Board of Directors of  
27 Defendant AllianceOne, Inc. Plaintiff is ignorant of the true  
28

Exhibit 1, Page 5

1 names and capacities of defendants sued as Does I through V  
2 inclusive, and therefore, sues these defendants by such fictitious  
3 names. Plaintiff will pray leave of this Court to amend this  
4 Complaint to allege the true names and capacities when ascertained.

5 3. Plaintiff is informed and believes and based thereon,  
6 alleges that each of the defendants herein was at all times,  
7 relevant to this action, the agent, employee, representing partner  
8 or joint venture of the remaining defendants and was acting within  
9 the course and scope of that relationship. Plaintiff is further  
10 informed and believes, and thereon alleges, that each of the  
11 defendants herein gave consent to, ratified, and authorized the  
12 acts alleged herein to each of the remaining defendants.

13 FIRST CAUSE OF ACTION

14 Termination in Violation of Public Policy

15 4. From January 4, 2000 until January 7th of 2008, plaintiff  
16 was employed by defendant as a collection agent; from January 4,  
17 2000 until June of 2000, and then in June of 2000, as a supervisor  
18 in the downtown division of defendant's corporation. Defendant's  
19 corporation acts as a collection agent for municipalities in county  
20 governments for fines and other matters coming before the Court.  
21 From June, 2000 through January, 2008, plaintiff served as a  
22 supervisor in various departments for defendant corporation and in  
23 her final supervisory position, she was supervisor in charge of  
24 skip-tracing in the division headquarters in San Diego.

25 5. Throughout plaintiff's employment, she suffered from  
26 sexual discrimination and on occasion, sexual harassment, from  
27 supervisors who managed her. Examples of sexual discrimination  
28

1 include males being promoted to managerial positions as opposed to  
2 females. The males had much less experience and less education  
3 than plaintiff, but were promoted over her in spite of plaintiff's  
4 superior qualifications. Male managers on occasion, would look at  
5 pornographic sites on the computers in violation of company policy  
6 and print out pornographic materials in violation of company  
7 policy. In some instances, these pornographic materials were shown  
8 around the office. Plaintiff complained about these male managers  
9 conducting themselves in such a fashion and part of the reason that  
10 defendant was terminated on January 8, 2008 was because of her  
11 complaints about this type of behavior. Male managers played  
12 favorites with young, attractive females. For example, very young  
13 and attractive females would flirt with the male managers and as a  
14 result, these young and attractive females were able to take much  
15 longer breaks than other employees, they were able to get special  
16 privileges from the male managers, and indeed, were assigned to  
17 more lucrative positions with the courts than other employees.  
18 Plaintiff is an older female worker in her thirties, and because  
19 she refused to flirt with the male managers, she was discriminated  
20 against with regard to promotion and was discriminated against with  
21 regard to her evaluations. When she complained about the  
22 preferential treatment for young, attractive females who flirted  
23 with male managers, she was told that in essence, that she was not  
24 a "team player" and that if she wanted to get ahead in the company,  
25 she should not "piss people off". She was told by male managers to  
26 do what was good for the company and that she needed to go along  
27 with the program, in essence.  
28



1           6. As a result of plaintiff complaining about being  
2 discriminated against because of her sex and because of her  
3 complaints about male managers flirting with the young, attractive  
4 females and giving preferential treatment and complaining about  
5 males being given preference for managerial positions even though  
6 they were less qualified, Defendant AllianceOne, Inc. personnel  
7 moved to terminate plaintiff from her employment on January 8,  
8 2008.

9           7. The ostensible reason given for her termination was that  
10 she was being terminated because the division which she supervised  
11 was being disbanded and the work was being contracted out. In  
12 fact, there were other jobs within the corporation which she could  
13 easily do which were available for her, but she was not offered  
14 those jobs and the reason that she was terminated from employment  
15 was because it was in retaliation for her complaints about sexual  
16 harassment and discrimination. Therefore, as a proximate result of  
17 plaintiff's conduct as described above, and in violation of public  
18 policy as has been previously set forth, plaintiff was terminated  
19 from her employment on January 8, 2008.

20           8. As a proximate result of defendant's conduct, plaintiff  
21 has suffered harm, including lost earnings and other employment  
22 benefits, humiliation, embarrassment, and mental anguish, all to  
23 her damage, in the sum of \$250,000.00 or in an amount to be  
24 established at trial.

25           9. In doing the acts set forth above, defendants knew that  
26 they were violating plaintiff's rights and they knew that their  
27 conduct was in violation of public policy of the State of  
28

1 California, that being discrimination because of plaintiff's sex.  
2 This oppressive conduct was committed by Mark Lombardo, a managing  
3 agent of defendant corporation and therefore defendant's conduct  
4 warrants the assessment of punitive damages.

5 SECOND CAUSE OF ACTION

6 Breach of Implied Contract of Continued Employment

7 10. Plaintiff repleads Paragraphs One Through Nine as though  
8 fully set forth herein.

9 11. Plaintiff was employed by defendant for eight years,  
10 consistently received either good or excellent performance  
11 evaluations and merit raises, and was assured on numerous occasions  
12 that she would not be terminated arbitrarily. Specifically, she  
13 volunteered to travel to Arizona to manage the Arizona office and  
14 was told that her willingness to travel to Arizona and straighten  
15 out the Arizona office and live there temporarily for weeks at a  
16 time would not be forgotten and that it would be taken into  
17 account.

18 12. Based on all representations and promises which were  
19 implied, plaintiff had an employment contract with defendant that  
20 she would be employed by defendant so long as her performance was  
21 satisfactory and that defendant would not discharge her without  
22 good and just cause.

23 13. The terms of this implied employment contract included,  
24 but were not limited to, that defendant would not demote or  
25 discharge plaintiff without good cause and fair warning based on  
26 objective, reasonable job evaluations of plaintiff.

27 ///

1 14. Plaintiff at all times fulfilled her duties and  
2 conditions under the contract and had been ready, willing and able  
3 to continue performing them in a competent and satisfactory manner.

4 THIRD CAUSE OF ACTION

5 Breach of Implied Covenant of Good Faith and Fair Dealing

6 15. Plaintiff repleads Paragraphs One Through Fourteen of the  
7 First and Second Causes of Action as though fully set forth herein.

8 16. The implied employment agreement referred to above  
9 contained an implied covenant of good faith and fair dealing, which  
10 obligated defendants to perform the terms and conditions of the  
11 agreement fairly and in good faith and to refrain from doing any  
12 act that would prevent or impede plaintiff from performing any or  
13 all of the conditions of the contract that she agreed to perform or  
14 any act that would deprive plaintiff of the benefits of the  
15 contract.

16 17. Plaintiff was employed by defendant for eight years and  
17 reasonably relied upon the statements of her managers and  
18 supervisors that her good work would not be forgotten and that her  
19 willingness to relocate temporarily and to live in Arizona for  
20 weeks at a time would not be forgotten.

21 18. Plaintiff performed all of her duties conditions of the  
22 employment agreement.

23 19. Defendant knew that plaintiff had performed all of her  
24 duties and conditions under the contract.

25 20. Defendant breached the implied covenant of good faith and  
26 fair dealing under the employment agreement by discharging  
27 plaintiff intentionally, maliciously, without probable cause and in  
28

1 bad faith and for reasons extraneous to the contract; specifically,  
2 in retaliation for her complaints about sexual discrimination in  
3 the company and her refusal to be a "team player" by refusing to  
4 ignore sexual discrimination and sexual harassment.

5 21. As a proximate result of the defendant's breach of  
6 implied covenant of good faith and fair dealing, plaintiff has  
7 suffered and continues to suffer losses and employment benefits,  
8 all to her damage in the amount of \$250,000.00 or in an amount to  
9 be established at trial. As a further proximate result of  
10 defendant's breach of the implied covenant of good faith and fair  
11 dealing, plaintiff has incurred reasonable attorney's fees in  
12 attempting to secure the benefits owed her under the employment  
13 contract.

14 WHEREFORE, plaintiff prays judgment against defendants and  
15 each of them as follows:

16 1. For damages for breach of contract according to  
17 proof, including lost earnings and other employee  
18 benefits, past and future;

19 2. For compensatory damages according to proof,  
20 including lost earnings and other employee benefits,  
21 costs of seeking other employment, and damages for  
22 emotional distress, humiliation and mental anguish;

23 3. For interest on lost earnings and benefits at the  
24 current legal rate from January 8, 2008 until trial;

25 4. For punitive damages in an amount appropriate to  
26 punish defendant and others from engaging in similar  
27 misconduct;  
28

1 5. For reasonable attorney's fees incurred by plaintiff  
2 in obtaining the benefits due her under the employment  
3 contract by defendant;

4 6. For costs of suit incurred by plaintiff and for such  
5 other and further relief as the court deems proper.

6  
7  
8 Date: March 13, 2008

  
Lynn H. Ball

Attorney for Plaintiff Flores

**EXHIBIT 2**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lynn H. Ball, Esq. Bar No. 056497 1560 Scott Street, San Diego, CA 92106 TELEPHONE NO.: 619-225-1914 FAX NO.: 619-225-1720 ATTORNEY FOR (Name): Plaintiff Sonia Flores		FOR COURT USE ONLY CIVIL JUDICIAL OFFICE 7 JUDGE: CN 3: 07 SAN DIEGO COUNTY, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Branch		
CASE NAME: Sonia Flores v. AllianceOne, Inc., et al.		CASE NUMBER: 37-2008-00080585-CU-WT-CTL
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) <b>Non-P/DP/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/WD tort (35) <b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary: declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Three
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 13, 2008  
 Lynn H. Ball

(TYPE OR PRINT NAME)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

## CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

American LegalNet, Inc.  
[www.FormsWorkflow.com](http://www.FormsWorkflow.com)

Exhibit 2, Page 13



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b> Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD <b>Non-PI/PD/WD (Other) Tort</b> Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35) <b>Employment</b> Wrongful Termination (36) Other Employment (15)	<b>Contract</b> Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute <b>Real Property</b> Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure) <b>Unlawful Detainer</b> Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) <b>Judicial Review</b> Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b> Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) <b>Enforcement of Judgment</b> Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (non-domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case <b>Miscellaneous Civil Complaint</b> RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) <b>Miscellaneous Civil Petition</b> Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Page 2 of 2

Exhibit 2, Page 14



# SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

AllianceOne, Inc., a corporation licensed to do business in California,  
and Does I through V

YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):  
Sonia Flores

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California, County of San Diego  
330 W. Broadway, San Diego, CA 92101

CASE NUMBER: 37-2008-00080585-CU-WT-CTL  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Lynn H. Ball, Esq., 1560 Scott Street, San Diego, CA 92106; (619) 225-1914

DATE:  
(Fecha)

MAR 25 2008

Clerk, by  
(Secretario)

SANDRA VILLANUEVA

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

1 Lynn H. Ball, Esq.  
2 Bar No. 056497  
3 1560 Scott Street  
4 San Diego, CA 92106  
5 619-225-1914  
6 619-225-1720 - fax

7 Attorney for Plaintiff Sonia Flores

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO  
10 Central Branch - Civil Division

11 SONIA FLORES,

12 Plaintiff,

13 vs.

14 ALLIANCEONE, INC.,  
15 a corporation licensed to do  
16 business in California,  
17 and Does I through V,

18 Defendants.

Case No. 37-2008-00080585-CU-WT-CTL

COMPLAINT FOR DAMAGES FOR  
TORTIOUS DISCHARGE IN  
VIOLATION OF PUBLIC POLICY  
BREACH OF CONTRACT; BREACH  
OF THE COVENANT OF GOOD FAITH  
AND FAIR DEALING

(Amount Demanded Exceeds \$10,000.00)

19 Plaintiff alleges:

20 1. Defendant AllianceOne, Inc. is a corporation licensed to  
21 do business in the State of California. Defendant AllianceOne is,  
22 and at all times mentioned herein was, a corporation licensed to do  
23 business in the State of California and was doing business in San  
24 Diego County, California and specifically doing business in  
25 downtown San Diego, California.

26 2. Does I through V were at all times relevant herein  
27 employees, agents and/or members of the Board of Directors of  
28 Defendant AllianceOne, Inc. Plaintiff is ignorant of the true

1 names and capacities of defendants sued as Does I through V  
2 inclusive, and therefore, sues these defendants by such fictitious  
3 names. Plaintiff will pray leave of this Court to amend this  
4 Complaint to allege the true names and capacities when ascertained.

5 3. Plaintiff is informed and believes and based thereon,  
6 alleges that each of the defendants herein was at all times,  
7 relevant to this action, the agent, employee, representing partner  
8 or joint venture of the remaining defendants and was acting within  
9 the course and scope of that relationship. Plaintiff is further  
10 informed and believes, and thereon alleges, that each of the  
11 defendants herein gave consent to, ratified, and authorized the  
12 acts alleged herein to each of the remaining defendants.

13 FIRST CAUSE OF ACTION

14 Termination in Violation of Public Policy

15 4. From January 4, 2000 until January 7th of 2008, plaintiff  
16 was employed by defendant as a collection agent; from January 4,  
17 2000 until June of 2000, and then in June of 2000, as a supervisor  
18 in the downtown division of defendant's corporation. Defendant's  
19 corporation acts as a collection agent for municipalities in county  
20 governments for fines and other matters coming before the Court.  
21 From June, 2000 through January, 2008, plaintiff served as a  
22 supervisor in various departments for defendant corporation and in  
23 her final supervisory position, she was supervisor in charge of  
24 skip-tracing in the division headquarters in San Diego.

25 5. Throughout plaintiff's employment, she suffered from  
26 sexual discrimination and on occasion, sexual harassment, from  
27 supervisors who managed her. Examples of sexual discrimination  
28

1 include males being promoted to managerial positions as opposed to  
2 females. The males had much less experience and less education  
3 than plaintiff, but were promoted over her in spite of plaintiff's  
4 superior qualifications. Male managers on occasion, would look at  
5 pornographic sites on the computers in violation of company policy  
6 and print out pornographic materials in violation of company  
7 policy. In some instances, these pornographic materials were shown  
8 around the office. Plaintiff complained about these male managers  
9 conducting themselves in such a fashion and part of the reason that  
10 defendant was terminated on January 8, 2008 was because of her  
11 complaints about this type of behavior. Male managers played  
12 favorites with young, attractive females. For example, very young  
13 and attractive females would flirt with the male managers and as a  
14 result, these young and attractive females were able to take much  
15 longer breaks than other employees, they were able to get special  
16 privileges from the male managers, and indeed, were assigned to  
17 more lucrative positions with the courts than other employees.  
18 Plaintiff is an older female worker in her thirties, and because  
19 she refused to flirt with the male managers, she was discriminated  
20 against with regard to promotion and was discriminated against with  
21 regard to her evaluations. When she complained about the  
22 preferential treatment for young, attractive females who flirted  
23 with male managers, she was told that in essence, that she was not  
24 a "team player" and that if she wanted to get ahead in the company,  
25 she should not "piss people off". She was told by male managers to  
26 do what was good for the company and that she needed to go along  
27 with the program, in essence.  
28

1       6. As a result of plaintiff complaining about being  
2 discriminated against because of her sex and because of her  
3 complaints about male managers flirting with the young, attractive  
4 females and giving preferential treatment and complaining about  
5 males being given preference for managerial positions even though  
6 they were less qualified, Defendant AllianceOne, Inc. personnel  
7 moved to terminate plaintiff from her employment on January 8,  
8 2008.

9       7. The ostensible reason given for her termination was that  
10 she was being terminated because the division which she supervised  
11 was being disbanded and the work was being contracted out. In  
12 fact, there were other jobs within the corporation which she could  
13 easily do which were available for her, but she was not offered  
14 those jobs and the reason that she was terminated from employment  
15 was because it was in retaliation for her complaints about sexual  
16 harassment and discrimination. Therefore, as a proximate result of  
17 plaintiff's conduct as described above, and in violation of public  
18 policy as has been previously set forth, plaintiff was terminated  
19 from her employment on January 8, 2008.  
20

21       8. As a proximate result of defendant's conduct, plaintiff  
22 has suffered harm, including lost earnings and other employment  
23 benefits, humiliation, embarrassment, and mental anguish, all to  
24 her damage, in the sum of \$250,000.00 or in an amount to be  
25 established at trial.

26       9. In doing the acts set forth above, defendants knew that  
27 they were violating plaintiff's rights and they knew that their  
28 conduct was in violation of public policy of the State of

1 California, that being discrimination because of plaintiff's sex.  
2 This oppressive conduct was committed by Mark Lombardo, a managing  
3 agent of defendant corporation and therefore defendant's conduct  
4 warrants the assessment of punitive damages.

5 SECOND CAUSE OF ACTION

6 Breach of Implied Contract of Continued Employment

7 10. Plaintiff repleads Paragraphs One Through Nine as though  
8 fully set forth herein.

9 11. Plaintiff was employed by defendant for eight years,  
10 consistently received either good or excellent performance  
11 evaluations and merit raises, and was assured on numerous occasions  
12 that she would not be terminated arbitrarily. Specifically, she  
13 volunteered to travel to Arizona to manage the Arizona office and  
14 was told that her willingness to travel to Arizona and straighten  
15 out the Arizona office and live there temporarily for weeks at a  
16 time would not be forgotten and that it would be taken into  
17 account.

18 12. Based on all representations and promises which were  
19 implied, plaintiff had an employment contract with defendant that  
20 she would be employed by defendant so long as her performance was  
21 satisfactory and that defendant would not discharge her without  
22 good and just cause.

23 13. The terms of this implied employment contract included,  
24 but were not limited to, that defendant would not demote or  
25 discharge plaintiff without good cause and fair warning based on  
26 objective, reasonable job evaluations of plaintiff.

27 ///  
28

1        14. Plaintiff at all times fulfilled her duties and  
2 conditions under the contract and had been ready, willing and able  
3 to continue performing them in a competent and satisfactory manner.

4                    THIRD CAUSE OF ACTION

5                    Breach of Implied Covenant of Good Faith and Fair Dealing

6        15. Plaintiff repleads Paragraphs One Through Fourteen of the  
7 First and Second Causes of Action as though fully set forth herein.

8        16. The implied employment agreement referred to above  
9 contained an implied covenant of good faith and fair dealing, which  
10 obligated defendants to perform the terms and conditions of the  
11 agreement fairly and in good faith and to refrain from doing any  
12 act that would prevent or impede plaintiff from performing any or  
13 all of the conditions of the contract that she agreed to perform or  
14 any act that would deprive plaintiff of the benefits of the  
15 contract.

16        17. Plaintiff was employed by defendant for eight years and  
17 reasonably relied upon the statements of her managers and  
18 supervisors that her good work would not be forgotten and that her  
19 willingness to relocate temporarily and to live in Arizona for  
20 weeks at a time would not be forgotten.

21        18. Plaintiff performed all of her duties conditions of the  
22 employment agreement.

23        19. Defendant knew that plaintiff had performed all of her  
24 duties and conditions under the contract.

25        20. Defendant breached the implied covenant of good faith and  
26 fair dealing under the employment agreement by discharging  
27 plaintiff intentionally, maliciously, without probable cause and in  
28



1 bad faith and for reasons extraneous to the contract; specifically,  
2 in retaliation for her complaints about sexual discrimination in  
3 the company and her refusal to be a "team player" by refusing to  
4 ignore sexual discrimination and sexual harassment.

5 21. As a proximate result of the defendant's breach of  
6 implied covenant of good faith and fair dealing, plaintiff has  
7 suffered and continues to suffer losses and employment benefits,  
8 all to her damage in the amount of \$250,000.00 or in an amount to  
9 be established at trial. As a further proximate result of  
10 defendant's breach of the implied covenant of good faith and fair  
11 dealing, plaintiff has incurred reasonable attorney's fees in  
12 attempting to secure the benefits owed her under the employment  
13 contract.

14 WHEREFORE, plaintiff prays judgment against defendants and  
15 each of them as follows:

16 1. For damages for breach of contract according to  
17 proof, including lost earnings and other employee  
18 benefits, past and future;

19 2. For compensatory damages according to proof,  
20 including lost earnings and other employee benefits,  
21 costs of seeking other employment, and damages for  
22 emotional distress, humiliation and mental anguish;

23 3. For interest on lost earnings and benefits at the  
24 current legal rate from January 8, 2008 until trial;


25 4. For punitive damages in an amount appropriate to  
26 punish defendant and others from engaging in similar  
27 misconduct;  
28



1 5. For reasonable attorney's fees incurred by plaintiff  
2 in obtaining the benefits due her under the employment  
3 contract by defendant;

4 6. For costs of suit incurred by plaintiff and for such  
5 other and further relief as the court deems proper.  
6

7  
8 Date: March 13, 2008

  
Lynn H. Ball  
Attorney for Plaintiff Flores

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central		<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): Sonia Flores		
DEFENDANT(S): Alliance Inc		
SHORT TITLE: FLORES VS. ALLIANCE INC		
<b>STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)</b>		CASE NUMBER: 37-2008-00080585-CU-WT-CTL

Judge: Luis R. Vargas

Department: C-63

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- |   |   |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program                   | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration           |
| <input type="checkbox"/> Private Neutral Evaluation                         | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial                                 | <input type="checkbox"/> Private Reference to General Referee           |
| <input type="checkbox"/> Private Summary Jury Trial                         | <input type="checkbox"/> Private Reference to Judge                     |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration                    |
| <input type="checkbox"/> Other (specify): _____                             |   |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alternate: (mediation & arbitration only) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by named parties are dismissed.

IT IS SO ORDERED.

Dated: 03/25/2008

JUDGE OF THE SUPERIOR COURT

Page: 1

SDSC CIV-359 (Rev 01-07)

STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION

3

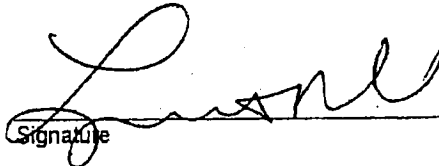
Exhibit 2, Page 24



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Lynn H. Ball, Esq. Bar No. 056497 1560 Scott Street San Diego, CA 92106 TELEPHONE NO. (Optional): 619-225-1914 FAX NO. (Optional): 619-225-1720 E-MAIL ADDRESS (Optional): lhball@sbcglobal.net ATTORNEY FOR (Name): Plaintiff Sonia Flores		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input checked="" type="checkbox"/> HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081-6643 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92065-5200 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5649			
PLAINTIFF(S) Sonia Flores		JUDGE: <u>Luis VARGAS</u>	
DEFENDANT(S) AllianceOne, Inc., a corporation & Does I through V		DEPT: <u>63</u>	
<b>CERTIFICATE OF SERVICE</b> (San Diego Superior Court Rules, Division II, Rule 2.5)		CASE NUMBER 37-2008-000805585-CU-WT-CTL	

I certify under penalty of perjury under the laws of the State of California that all defendants named in the complaint of the above-entitled case have either made a general appearance or have been properly and timely served in compliance with San Diego Superior Court Rules, Division II, Rule 2.5.

Date: April 22, 2008

  
Signature

Lynn H. Ball

Typed or printed name

NOTES:

If service cannot be effected on all defendants within 60 days of filing the complaint, DO NOT USE THIS CERTIFICATE, but file the form CERTIFICATE OF PROGRESS (SDSC CM-144) stating the reasons why service has not been effected on all parties and what is being done to effect service.

THE FILING OF A GENERAL APPEARANCE BY A DEFENDANT DOES NOT DISPENSE WITH THE PLAINTIFF'S OBLIGATION TO FILE THIS DOCUMENT.

PROOF OF SERVICE

C.C.P. §1013(A), C.R.C. 2003(3), 2005(i)

UNITED STATES OF AMERICA, STATE OF CALIFORNIA, COUNTY OF SAN DIEGO  
FLORES V. ALLIANCEONE, INC. AND DOES I THROUGH V  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
CASE NO. 37-2008-000805585-CU-WT-CTL

I, the undersigned, certify and declare that I am a citizen of the United States, over the age of eighteen years, employed in the County of San Diego, State of California, and not a party to this within action. My business address is 1560 Scott Street, San Diego, CA 92106.

On April 22, 2008, I served the foregoing documents described as CERTIFICATE OF SERVICE on all interested parties in this action by placing the true copies thereof enclosed in sealed envelopes addressed as follows:

Melinda S. Riechert, Esq.  
Morgan, Lewis & Bockius, LLP  
Two Palo Alto Square  
3000 El Camino Real, #700  
Palo Alto, CA 94306  
650-843-4000 - phone  
650-843-4001 - fax

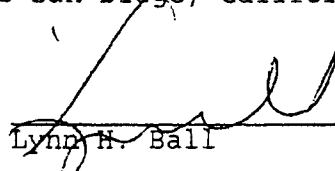
x BY MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at San Diego, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid of postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the offices of the addressee at (by delivery to attorney's office).

BY FACSIMILE TRANSMISSION: From Fax No. 619-225-1720 to the facsimile numbers listed above. The facsimile machine I used complied with Rule 2003(3), and no error was reported by the machine.

x STATE: I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

EXECUTED on April 22, 2008, at San Diego, California.

  
Lynn H. Ball

**EXHIBIT 3**

05/15/08 11:59 FAX 213 612 2501

MORGAN, LEWIS-LA (6)

002

COPY

1 MELINDA S. RIECHERT, State Bar No. 65504  
2 MORGAN, LEWIS & BOCKIUS LLP  
3 2 Palo Alto Square  
4 3000 El Camino Real, Suite 700  
5 Palo Alto, CA 94306-2122  
6 Tel: 650.843.4000  
7 Fax: 650.843.4001  
8 Email: [mrieichert@morganlewis.com](mailto:mrieichert@morganlewis.com)

9 ROBERT J. HUDOCK, State Bar No. 208633  
10 MORGAN, LEWIS & BOCKIUS LLP  
11 300 South Grand Avenue  
12 Twenty-Second Floor  
13 Los Angeles, CA 90071-3132  
14 Tel: 213.612.2500  
15 Fax: 213.612.2501  
16 Email: [rhudock@morganlewis.com](mailto:rhudock@morganlewis.com)

17 Attorneys for Defendant  
18 AllianceOne, Inc.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF SAN DIEGO

21 SONIA FLORES,

22 Plaintiff,

23 vs.

24 ALLIANCEONE, INC., and DOES I-V,

25 Defendants.

Case No. 37-2008-00080585-CU-WT-CTL

DEFENDANT ALLIANCEONE, INC.'S  
ANSWER TO PLAINTIFF'S COMPLAINT

Date of Filing: March 25, 2008

26 MORGAN, LEWIS &  
27 BOCKIUS LLP  
28 ATTORNEYS AT LAW  
LOS ANGELES

1-LA/993236.1

DEFENDANT ALLIANCEONE, INC.'S ANSWER TO PLAINTIFF'S COMPLAINT

Exhibit 3, Page 29

1 Defendant AllianceOne, Inc. ("Defendant") hereby answers and responds to Plaintiff  
 2 Sonia Flores's ("Plaintiff") Complaint as follows:

3 **GENERAL DENIAL TO THE ALLEGATIONS OF THE COMPLAINT**

4 Pursuant to Section 431.30(d) of the Code of Civil Procedure, Defendant denies, generally  
 5 and specifically, each, every, and all material allegations of the Complaint, each and every  
 6 purported cause of action set forth therein, and the whole thereof; Defendant further denies that  
 7 Plaintiff has been damaged in any sum or sums, or at all, or that Plaintiff has suffered, incurred,  
 8 or will suffer or incur any injury, damage, or loss by reason of any act, omission to act, or any  
 9 conduct, whether negligent, intentional, or otherwise, on the part of Defendant, and its agents or  
 10 employees.

11 WHEREFORE, Defendant prays for judgment as hereinafter set forth:

12 **AFFIRMATIVE DEFENSES**

13 As separate and independent affirmative defenses to each cause of action in Plaintiff's  
 14 Complaint, Defendant alleges as follows:

15 **FIRST AFFIRMATIVE DEFENSE**  
 16 **(Failure To State A Claim)**

17 1. Plaintiff is barred from recovery because the Complaint, and each and every cause  
 18 of action contained therein, fails to state facts sufficient to constitute a cause of action upon which  
 19 relief may be granted.

20 **SECOND AFFIRMATIVE DEFENSE**  
 21 **(Statute Of Limitations)**

22 2. Plaintiff's claims are barred in whole or in part by the applicable statutes of  
 23 limitation, including, but not limited to, Code of Civil Procedure Sections 335.1, 337, and 339.

24 **THIRD AFFIRMATIVE DEFENSE**  
 25 **(Waiver)**

26 3. Plaintiff has waived each and every cause of action contained in her Complaint.  
 27



**FOURTH AFFIRMATIVE DEFENSE**  
**(Estoppel)**

4. Plaintiff is estopped from maintaining her action, or recovering anything from Defendant, because of her own wrongful conduct.

**FIFTH AFFIRMATIVE DEFENSE**  
**(Unclean Hands)**

5. Plaintiff is barred from any recovery on any claim in this action because the injuries suffered by Plaintiff, if any, are the result of her own unclean hands or wrongful conduct.

**SIXTH AFFIRMATIVE DEFENSE**  
**(Workers' Compensation Exclusivity)**

6. Plaintiff's Complaint is barred, in whole or in part, by the exclusive remedy provisions of the California Workers' Compensation Act in Labor Code §3600 *et seq.*

**SEVENTH AFFIRMATIVE DEFENSE**  
**(Failure to Mitigate)**

7. Plaintiff is barred from any recovery in this action because she has failed to act reasonably to mitigate her alleged damages, if any.

**EIGHTH AFFIRMATIVE DEFENSE**  
**(Constitutional Limit On Punitive Damages)**

8. Plaintiff's claims for punitive damages are barred by the Contract Clause (Article I, Section 10, Clause 1), the Due Process Clause (Fifth Amendment, Fourteenth Amendment, Section 1), and the Excessive Fines Clause (Eighth Amendment) of the United States Constitution and/or the corresponding provisions of the California Constitution.

**NINTH AFFIRMATIVE DEFENSE**  
**(Punitive Damages)**

9. The Complaint fails to state facts sufficient to constitute a cause of action upon which punitive damages may be sought pursuant to Civil Code §3294 or on any other basis.

**TENTH AFFIRMATIVE DEFENSE**  
**(Motivating Factor)**

10. To the extent that the alleged violation of public policy was a motivating factor in Plaintiff's alleged adverse employment actions (which Defendant denies), Defendant's legitimate reasons, standing alone, would have induced Defendant to make the same employment decisions.

**ELEVENTH AFFIRMATIVE DEFENSE**  
**(Same Act Regardless of Motivation)**

11. Defendant would have taken the same actions towards Plaintiff in the absence of any alleged impermissible motivating factor (the existence of which such factor Defendant denies).

**TWELFTH AFFIRMATIVE DEFENSE**  
**(Management Discretion)**

12. Defendant's conduct was a just and proper exercise of managerial discretion, undertaken for fair and honest reasons, comporting with good faith under the circumstances then existing, and was privileged and justified.

**THIRTEENTH AFFIRMATIVE DEFENSE**  
**(Good Faith - Business Necessity)**

13. All acts of Defendant affecting the terms and conditions of Plaintiff's employment were taken in good faith and motivated by non-retaliatory, non-discriminatory, and legitimate business reasons and/or a business necessity.

**FOURTEENTH AFFIRMATIVE DEFENSE**  
**(At-Will Employment)**

14. Plaintiff was, at all times during her employment, an at-will employee, terminable at the election of her employer, with or without cause. Labor Code §2922.

**FIFTEENTH AFFIRMATIVE DEFENSE**  
**(After-Acquired Evidence)**

15. To the extent during the course of this litigation Defendant acquires any evidence of wrongdoing by Plaintiff, which wrongdoing would have materially affected the terms and

Exhibit 3, Page 32

1 conditions of Plaintiff's employment or would have resulted in Plaintiff either being demoted,  
 2 disciplined, or terminated, such after-acquired evidence shall bar Plaintiff on liability or damages  
 3 or shall reduce such claims as provided by law.

4 Defendant has not yet completed a thorough investigation and study or completed  
 5 discovery of all facts and circumstances of the subject matter of the Complaint, and accordingly,  
 6 reserves its right to amend, modify, revise, or supplement its Answer, and to plead such further  
 7 defenses and take such further actions as it may deem proper and necessary in its defense upon  
 8 the completion of said investigation and study.

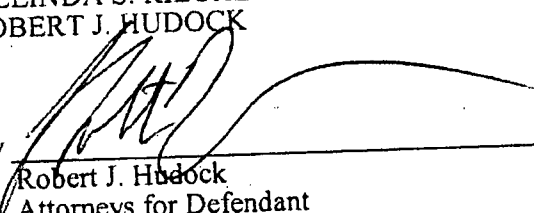
9 WHEREFORE, Defendant prays:

- 10 1. That Plaintiff take nothing by this action;
- 11 2. That judgment be entered for Defendant;
- 12 3. That Defendant be awarded its costs; and
- 13 4. That this Court order such other and further relief as it deems proper.

14  
 15 Dated: May 15, 2008

MORGAN, LEWIS & BOCKIUS LLP  
 MELINDA S. RIECHERT  
 ROBERT J. HUDOCK

16  
 17  
 18 By

  
 Robert J. Hudock  
 Attorneys for Defendant  
 AllianceOne, Inc.

**PROOF OF SERVICE**

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 300 South Grand Avenue, 22nd Floor, Los Angeles, California 90071.

On May 15, 2008, I served the within document(s):

**DEFENDANT ALLIANCEONE, INC.'S ANSWER TO  
PLAINTIFF'S COMPLAINT**

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

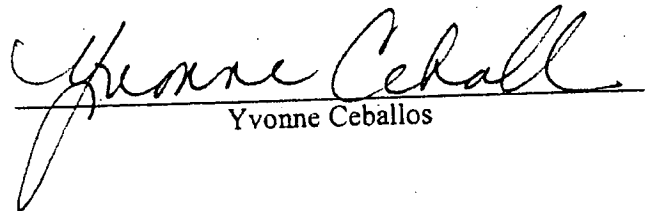
Lynn H. Ball  
1560 Scott Street  
San Diego, CA 92106

Attorney for Plaintiff  
Sonia Flores

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on May 15, 2008, at Los Angeles, California.

I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

  
Yvonne Ceballos

**EXHIBIT 4**

MELINDA S. RIECHERT, State Bar No. 65504  
MORGAN, LEWIS & BOCKIUS LLP  
2 Palo Alto Square  
3000 El Camino Real, Suite 700  
Palo Alto, CA 94306-2122  
Tel: 650.843.4000  
Fax: 650.843.4001  
Email: [mrieichert@morganlewis.com](mailto:mrieichert@morganlewis.com)

ROBERT J. HUDOCK, State Bar No. 208633  
MORGAN, LEWIS & BOCKIUS LLP  
300 South Grand Avenue  
Twenty-Second Floor  
Los Angeles, CA 90071-3132  
Tel: 213.612.2500  
Fax: 213.612.2501  
Email: [rhudock@morganlewis.com](mailto:rhudock@morganlewis.com)

Attorneys for Defendant  
AllianceOne, Inc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

SONIA FLORES,

Plaintiff,

vs.

ALLIANCEONE, INC., and DOES I-V,

Defendants.

Case No. \_\_\_\_\_

**DECLARATION OF HARRY  
NEERENBERG IN SUPPORT OF  
REMOVAL TO FEDERAL COURT BASED  
ON DIVERSITY JURISDICTION (28  
U.S.C. §1441(b))**

I, Harry Neerenberg, declare as follows:

1. I am currently the Chief Financial Officer for AllianceOne, Inc., Defendant in this action. As Chief Financial Officer for AllianceOne Inc., I have personal knowledge of AllianceOne, Inc.'s business operations and activities. More specifically, I have personal knowledge of the nature of AllianceOne's business, the state in which it is incorporated, the locations of its business operations and activities, the number of AllianceOne employees and the number of employees in each location, the revenues of AllianceOne, and its ownership of

MORGAN, LEWIS &  
BOCKIUS LLP  
ATTORNEYS AT LAW  
LOS ANGELES, CA

I-LA/993186.1

Exhibit 4, Page 35

1 property. I have personal knowledge of the matters to which I declare below, and, if called as a  
 2 witness, could and would testify competently to these matters.

3 2. AllianceOne provides global receivables management and business process  
 4 solutions through specialized call centers for clients in the following markets: financial, credit  
 5 card, health care, utility, telecommunications, retail, and government.

6 3. AllianceOne is incorporated in the state of Delaware.

7 4. AllianceOne has call center facilities in the following states: Indiana, Minnesota,  
 8 Washington, Ohio, Pennsylvania, California and Arizona. AllianceOne also has three (3) call  
 9 centers in Canada and an off-shore branch in Jamaica.

10 5. The corporate headquarters of AllianceOne is located at 4850 East Street Road,  
 11 Suite 300, Trevose, Pennsylvania. Company functions performed out of the corporate  
 12 headquarters include finance and accounting, human resources, payroll, IT, and data security.  
 13 Other corporate functions are performed out of Minnesota, including operations support, training  
 14 and recruiting, compliance, and business analytics. Other corporate functions are performed in  
 15 Washington and Utah, including legal. The Chief Executive Officer is located in Illinois. No  
 16 corporate functions are performed in California.

17 6. As of December 31, 2007, AllianceOne employed 1979 full time equivalent  
 18 employees. 129 full time equivalent employees were located in California. There were more  
 19 employees in the following states: Minnesota, Washington, and Pennsylvania.

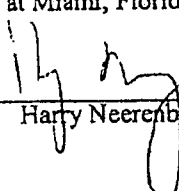
20 7. In 2007, AllianceOne had total revenues of \$115,137,000. The California  
 21 revenues were \$14,184,000. More revenues came from the following states: Minnesota,  
 22 Washington, and Pennsylvania.

23 8. As of December 31, 2007, AllianceOne owned tangible property valued at a total  
 24 of \$ 3,422,000. Tangible property in California was valued at \$ 269,435. The value of the  
 25 property was higher in the following states: Minnesota, Washington, and Pennsylvania.  
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 5<sup>th</sup> day of May 2008 at Miami, Florida.

  
Harry Neerenberg

MORGAN, LEWIS &  
BOCKIUS LLP  
ATTORNEYS AT LAW  
LOS ANGELES

1-LA/993186.1

3

DECLARATION OF HARRY NEEDRENBURG IN SUPPORT OF REMOVAL



FILED

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Flores, Sonia

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Lynn H. Ball, 1560 Scott Street., San Diego, CA 92106  
(T) 619.225.1914; (F) 619.225.1720

## DEFENDANTS

08 CV 0874 BTM POR

County of Residence of First Listed Defendant... AllianceOne, Inc.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

(SEE ATTACHMENT)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |  |   |  |
|---|--|---|--|
| Citizen of This State                   | PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4    |
| Citizen of Another State                | <input type="checkbox"/> 2 <input type="checkbox"/> 2                    | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3                    | Foreign Nation  | <input type="checkbox"/> 6 <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FOREFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

## V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1441(b)

Brief description of cause:

Wrongful termination

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$**  
500,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

05/16/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

150984

AMOUNT

\$350.00

APPLYING IFP

JUDGE

MAG. JUDGE

05/15/08

CP

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 150984 - MB**

**May 15, 2008  
16:07:32**

**Civ Fil Non-Pris**

USAO #: 08CV0874 CIVIL FILING  
Judge.: BARRY T MOSKOWITZ  
Amount.: \$350.00 CK  
Check#: BC68876

**Total-> \$350.00**

FROM: FLORES, SONIA VS  
ALLIANCE ONE INC